

PART 8 - Miscellaneous Services
SECTION 3 - Emergency/Group Alerting Services

Original Sheet No. 58

WIRELESS 911 SERVICE (Interim Tariff)

(N)

A. DESCRIPTION

Wireless 911 Service under this tariff will be provided only to 911 customers who have made valid request(s) in writing 150 days prior to the desired service date for both Phase I or Phase II service to wireless carrier(s) pursuant to FCC rules (47 C.F.R. §20.18), and who have notified the Company of such request(s).

Wireless 911 Service is a service offering which routes wireless calls to specific Public Safety Answering Points (PSAPs) and provides a Mobile Directory Number (MDN) for callback information and the appropriate caller location information to support the Federal Communication Commission's (FCC) Phase I and Phase II requirements established in Docket Number 94-102.

This service will support the following wireless E 9-1-1 design solutions:

- Call path Associated Signaling (CAS)^{/1/}
- Non-Call Path Associated Signaling (NCAS)
- Hybrid

The W 911 customer may be a municipality or other state or local government unit, or an authorized agent of one or more municipalities or other state or local government units to whom authority has been lawfully delegated, or a third party provider of 911 database services.

/1/ The CAS solution does not support Phase II and customers that utilize CAS for Phase I will be required to migrate to NCAS or Hybrid solutions for Phase II implementation.

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WIRELESS 911 SERVICE (Interim Tariff) (cont'd)

B. DEFINITIONS

911 Selective Router

A central office providing tandem switching capability for 9-1-1 calls. It controls switching of ANI information to the PSAP and also provides the Selective Routing function capability and certain maintenance functions for each PSAP.

911 Tandem to 9-1-1 Tandem Transfer

The ability to transfer a 9-1-1 call from a PSAP served by one 9-1-1 Tandem (a.k.a. Selective Router) to a PSAP served by a different 9-1-1 Tandem.

Call Path Associated Signaling (CAS)

A wireless 9-1-1 solution set that utilizes the voice transmission path to also deliver the Mobile Directory Number and the caller's location to the PSAP.

Emergency Services Routing Digits (ESRD)

A 10-digit number that is used to identify the cell site/sector serving the caller. The selective router uses the ESRD to selectively route the call to the designated PSAP.

Emergency Services Routing Key (ESRK)

A 10-digit number that is normally used to identify an ongoing wireless 9-1-1 call and to correlate the associated data for that call. The selective router uses the ESRK to selectively route the call to the designated PSAP.

Hybrid

A wireless 9-1-1 solution set that utilizes one transmission path to deliver the voice and Mobile Directory Number to the PSAP and a separate transmission path to deliver the caller's location information to the PSAP.

Mobile Directory Number (MDN)

A 10-digit telephone number that identifies the calling party and can be used as a call back number.

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WIRELESS 911 SERVICE (Interim Tariff) (cont'd)

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B. DEFINITIONS (cont'd)

Mobile Switching Center

A switch that provides wireless telephone service.

Non-Call Path Associated Signaling (NCAS)

A wireless 9-1-1 solution set that utilizes one transmission path to deliver the voice and a separate transmission to deliver the Mobile Directory Number and the caller's location to the PSAP.

Pseudo-Automatic Number Identification (pANI)

A number, consisting of the same number of digits as ANI, but is used in place of an ANI to convey a special meaning. The specific meaning assigned to the pANI is determined by agreements, as necessary, between the telephone system originating the call, intermediate telephone systems handling and routing the call, and the destination telephone system. The pANI identifies the location of the base station or cell site through which a mobile call originates.

Wireless Carrier

A private entity that provides telephone service to residential or business end users served by the provider's wireless switch.

Wireless End User

An individual or organization authorized to use the telephone services provided by the wireless switch.

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C. TERMS AND CONDITIONS

Requests for this service must identify service locations and arrangements.

Wireless 911 will be provided where facilities permit. If facilities are not available, the Company will negotiate a mutually agreeable service date with the Customer.

The minimum number of digits that the PSAP CPE must be capable of receiving is dependent on the wireless solution. A PSAP must be able to accept 8, 10, or 20 digits when the wireless solution is NCAS, Hybrid, or CAS, respectively. If a PSAP CPE does not meet these requirements, the Company will continue to selectively route wireless 911 calls to the designated PSAPs. However, the PSAP may not receive callback or location information for these calls.

Customer Obligations^{/1//2/}

1. When the Company is the database provider, the 911 customer is responsible for ensuring that the wireless carrier creates, maintains, and forwards to the Company current pANI data according to the format and procedures specified by the Company.
2. W 911 Service End User's information is confidential. The 911 customer agrees to use such information only for the purpose of responding to emergency calls.
3. The Wireless End User forfeits the privacy afforded by nonlisted and nonpublished service to the extent that the telephone number, the address and name associated with the originating station location are furnished to the PSAP and to the LEC. The Wireless End User (published and nonpublished) consents to the storage and retention of Wireless End User's location and telephone number in the data base and also consents to access this information by the PSAP for the sole purpose of responding to an emergency call.
4. The W 911 customer has the responsibility for reporting all errors, defects and malfunctions that they are aware of to the Company in a timely manner provided the Company is the service provider.

/1/ Customer obligations described are for situations where the E 911 customer is also the W 911 customer.

/2/ The Company will participate in all coordination efforts as appropriate.

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WIRELESS 911 SERVICE (Interim Tariff) (cont'd)

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C. TERMS AND CONDITIONS (cont'd)

Customer Obligations (cont'd)

5. Cancellation of the service in whole or in part by the W 911 customer prior to establishment thereof, will require payment of an amount equal to the cost of engineering, manufacturers' billings resulting from equipment orders, installation, assembly, labor, cost of removal and any other costs incurred by the Company up to the time of cancellation resulting from the W 911 customer's order for service.
6. The PSAP will be responsible for any local or long distance toll associated with the call-back of wireless callers or the transferring of calls to non-PSAP locations.
7. The Company's entire liability to any person for interruption or failure of W 911 Service shall be limited by the terms set forth in this section and other sections of this tariff. The Company or its officers or employees, may not be held liable for any claim, damage, or loss arising from the provision of W 911 Service unless it is proven that the act or omission proximately causing the claim, damage, or loss constitutes gross negligence, recklessness, or intentional misconduct on the part of the Company.
8. W 911 Service is provided solely for the benefit of the W 911 customer; the provision of such service shall not be interpreted, construed or regarded as being for the benefit of, or creating any Company obligation toward, or any right of action on behalf of, any third person or other legal entity.
9. To the extent allowed by law, the W 911 customer agrees to release, indemnify, defend and hold harmless the Company from any and all loss, claims, demands, suits or other action, or any liability whatsoever, to any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by the W 911 customer or others.
10. The Company supported segment of the W 911 Service will be designed to provide at least the same level of service reliability and quality as local exchange telephone service in the exchanges where 911 systems are equipped with the features required to provide W 911 Service.

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C. TERMS AND CONDITIONS (cont'd)

Customer Obligations (cont'd)

11. To the extent allowed by law, the W 911 customer also agrees to release, indemnify and hold harmless the Company for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of 911 service features and the equipment associated therewith, or by any services furnished in connection therewith, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing W 911 service hereunder, and which arise out of the negligence of the Company or the negligence or other wrongful act of the W 911 customer, its user, agencies or municipalities or the employees or agents of any one of them.
12. Adjustments for service interruptions experienced by the W 911 customer are governed by and limited by the General Rules and Regulations sections of this tariff.
13. To the extent allowed by law, the W 911 Customer and the Wireless Carrier agree to indemnify, defend, and hold harmless the Company from any and all claims, costs, demands, liabilities, losses, actions, lawsuits, and expenses arising from W 911 Customer and/or Wireless Customer providing the Company with inaccurate, out of date or improperly formatted MDN or PANI data.
14. To the extent allowed by law, the W 911 Customer and the Wireless Carrier agree to indemnify, defend, and hold harmless the Company from any and all claims, costs, demands, liabilities, losses, actions, lawsuits, and expenses arising from any and all equipment failure or defects or errors in transmission on the part of the
15. The Customer acknowledges that W 911 service requires that the respective wireless carriers have the capability to forward the wireless subscribers call and associated call data to the Company for transport to the W 911 Customer.

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D. PRICES

1. Service Elements

Description	Per Call Rate	Nonrecurring Service Charge
Wireless 911 (W 911) Service, per PSAP W 911 Service with wireless switch features, ALI Server upgrades, Selective Routing (SR), SR and ALI Database upgrades, record entry, storage and processing, Tandem to Tandem Transfer and Trunks, and Telco Map Server functionality ^{/1/2/3/}		\$3,864.94
Charge per call	\$0.00	

2. Payment Plans

Budget Billing Option^{/4/}

To accommodate Wireless 911 customers' desire for billing stability, the usage charge defined above may be billed using the Budget Billing Option, as defined below.

1. Budget Billing customers are charged monthly recurring charges based on the Budget Billing units ordered each month. This number is based on estimated average monthly usage. The estimated average monthly usage is used to determine the number of Budget Billing USOCs that the customer needs.

- /1/ In applications utilizing a third party database provider, the Company will not assess the completeness of the received ALI record, but will simply deliver it to the PSAP. It will be the responsibility of the third party database provider to ensure that the ALI record provides both the W911 Phase 1 and 2 data as required by the FCC.
- /2/ Trunks will be state-averaged, flat rated (not mileage sensitive).
- /3/ The Nonrecurring service charge applies only to Phase II deployments.
- /4/ Budget Billing Option is noted in this interim tariff for illustrative purposes only and will be effective only when rates and charges are established for this service.

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D. PRICES (cont'd)

2. Payment Plans (cont'd)

Budget Billing Option (cont'd)

2. For a new Wireless 911 customer, the average monthly usage will be estimated jointly by the customer and the Company representative. The result will be rounded to the nearest 500 calls, in order to determine the number of Budget Billing USOCs to order. After six months actual usage is available, the estimate will be modified, as necessary.
3. After a Wireless 911 customer has received service for twelve months, the monthly usage estimate will be calculated based on the average actual usage over a recent 12-month period, rounded to the nearest 500 calls in order to determine the correct number of Budget Billing USOCs. The number of Budget Billing USOCs will need to be increased or decreased accordingly.
4. Each year, the customer's actual usage charge will be calculated to perform an account true up described below:

If the customer has over-paid, the customer's account will be credited for the amount of over-payment. If the customer has under-paid, the customer will need to pay in full at that point.
5. If a customer who has selected the Budget Billing Option disconnects Wireless 911 Service, the actual usage will be calculated to perform an account true-up for the final Wireless 911 bill.
6. A non-recurring charge applies when a customer implements the Budget Billing Option, as specified below.

Description	Monthly Charge	Nonrecurring Charge
Budget Billing Option		
Establishment of Budget Billing		
Monthly charge, per 500 calls	\$0.00	\$0.00

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